

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Conterra Ultra Broadband Holdings, Inc.		08/24/2007	CORPORATION: NORTH CAROLINA
Conterra Ultra Broadband, LLC	FORMERLY Conterra LLC	08/24/2007	LIMITED LIABILITY COMPANY: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	HBK Investments L.P.		
Street Address:	300 Crescent Ct., Suite 700		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201-7849		
Entity Type:	LIMITED PARTNERSHIP: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2785545	CONTERRA	
CORRESPONDENCE DATA			
Fax Number:	(713)222-3291		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(713) 221-3306		
Email:	constance.rhebergen@bgllp.com		
Correspondent Name:	Constance Gall Rhebergen		
Address Line 1:	P.O. Box 61389		
Address Line 4:	Houston, TEXAS 77208-1389		
ATTORNEY DOCKET NUMBER:	036002.000001		
NAME OF SUBMITTER:	Constance Gall Rhebergen		

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REEL: 003615 FRAME: 0664

Signature:

/constance gall rhebergen/

Date:

09/05/2007

Total Attachments: 7

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated as of August 24, 2007, is made by the Person listed on the signature pages hereof (the "Grantor") in favor of HBK INVESTMENTS L.P., as Agent (the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Conterra Ultra Broadband Holdings, Inc., a North Carolina corporation, and Conterra Ultra Broadband, LLC, a South Carolina limited liability company (collectively, the "Borrowers" and individually, a "Borrower") have entered into a Credit Agreement dated as of even date herewith, with the Lenders and the Agent (said Credit Agreement, as it may be amended, restated, supplemented or otherwise modified from time to time, being the "Credit Agreement"). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of the Loans by the Lenders under the Credit Agreement, the Grantor has executed and delivered in favor of the Agent that certain Guarantee and Collateral Agreement dated August 24, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement").

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has granted to the Agent, for the benefit of the Secured Parties, a security interest in, among other property, all Intellectual Property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in and to the following (the "Collateral"):

(i) the patents and patent applications set forth on Schedule A hereto (the "Patents");

(ii) the trademark and service mark registrations and applications set forth on Schedule B hereto, together with the goodwill symbolized thereby (the "Trademarks");

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by the Grantor, including, without limitation, the copyright registrations and applications and copyright licenses set forth on Schedule C hereto (the "Copyrights");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by the Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all of the Obligations, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable Governmental Authority record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement. The Grantor does hereby acknowledge and confirms that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to the principles of conflicts of laws thereof (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law).

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

**CONTERRA ULTRA BROADBAND, LLC,**  
a South Carolina limited liability company

By: Stephen R. Leeson  
Name: Stephen R. Leeson  
Title: Pres, CEO & CFO

Address for Notices:

2101 Rexford Road, Suite 200E  
Charlotte, NC 28211

ACKNOWLEDGMENT

STATE OF North Carolina :

COUNTY OF Mecklenburg : SS

Before me, the undersigned, a Notary Public, on this 22nd day of August, 2007, personally appeared Stephen B. Leeton, to me known personally, who, being by me duly sworn, did say that [s]he is the PRESIDENT of CONTERRA ULTRA BROADBAND, LLC, the Grantor, and that said Intellectual Property Security Agreement was signed on behalf of the Grantor, by authority of its board of directors, and the said Stephen B. Leeton acknowledged said instrument to be [her] [his] free act and deed.

Notary Public Elizabeth Graham  
My Commission Expires: 10-3-09

(SEAL)

**SCHEDULE A**

None.

**SCHEDULE B**

<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Mark</u>	<u>Reg.</u> <u>No.</u>	<u>Application</u> <u>No.</u>	<u>Filing</u> <u>Date</u>	<u>Issue Date</u>
Conterra Ultra Broadband, LLC	"Conterra"	USA		2785545	76384693	3-20-2002	11-25-2003



**SCHEDULE C**

None.

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**RECORDED: 09/05/2007**

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